

CITY OF ST. LOUIS

ST. LOUIS DEVELOPMENT CORPORATION

GREAT RIVERS GREENWAY

**INFORMATION FOR BIDDERS
AND BIDDING FORM**

FOR

**THE PRIVILEGE OF SELLING MERCHANDISE, PREPARED FOODS,
BEVERAGES, AND OTHER MISCELLANEOUS PRODUCTS AT VARIOUS
PUBLIC WHARF LOCATIONS AS HEREIN DESIGNATED**

CONTRACT TO TERMINATE DECEMBER 31, 2017

I. PROPOSALS:

Sealed proposals are invited for the privilege of operating concessions, selling prepared foods, beverages and other items of merchandise at not more than two (2) locations on the public wharf as herein designated, subject to construction limitations. Contract to terminate December 31, 2017. Bids will be received at the City of St. Louis Street Department, 1900 Hampton, St. Louis, MO 63139 until **4:00PM**, St. Louis time, **FRIDAY, MARCH 10, 2017**, at which hour they will publicly be opened and read.

II. DOCUMENTS:

Information for Bidders, Bidding Requirements, Rules and Regulations Governing the Operation of the Concession and Form of Contract may be examined at the City of St. Louis Street Department, 1900 Hampton, St. Louis, MO 63139. Copies of the Information for Bidders, Bidding Requirements, Rules and Regulations and Form of Contract may be obtained by giving two days notice at a purchase price of five dollars (\$5.00) which is non-refundable.

III. INVESTIGATION OF CONDITIONS:

Bidders are directed to

- inspect the site(s) and investigate all conditions involved in the services to be performed
- carefully read the Information for Bidders, Bidding Form, Rules and Regulations and Form of Contract and
- inform themselves fully of the conditions stipulated therein.

The contractor will not be compensated for any conditions of which he/she has failed to inform him/herself prior to the letting.

The submission of a bid will be construed by the City of St. Louis Street Department to mean that the bidder has made such examination and investigations, and agrees to fulfill the requirements of the contract in full accordance with the Information for Bidders, Bidding Requirements, Rules and Regulations and Form of Contract, and that he is entirely familiar with and thoroughly understands all such requirements.

IV. ADDENDA:

No oral interpretation will be made to any Bidder as to the meaning of any part of the Information for Bidders, Bidding Requirements, Rules and Regulations and Form of Contract, or other proposed contract documents. Any request for such an interpretation must be made in writing to the City of St. Louis Street Department, 1900 Hampton, St. Louis, MO 63139.

Any written inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the

form of an Addendum to the appropriate document, and when issued, will be on file in the office of the Street Department, at least five days before bids are opened.

In addition, all Addenda will be mailed to each person holding Documents, but it shall be the Bidder's responsibility to ascertain whether Addenda has been issued.

V. BIDDING REQUIREMENTS:

Proposals not conforming strictly to the following requirements will be rejected:

1. Bids must be submitted on forms furnished by the City of St. Louis Parks Department, and must be submitted to the City of St. Louis Street Department, 1900 Hampton, St. Louis, MO 63139 no later than **4:00PM** St. Louis time on **FRIDAY, MARCH 10, 2017**.
2. Bidding blanks must be so filled out as to make the bids complete and free from ambiguity as to their intended meaning. The Bidders Experience Form should include color photos of the proposed operation if the same or similar operation has previously existed at another location.
3. Bids must be free from alterations or erasures.
4. Bids must be properly signed by bidders or by an authorized officer or agent when made by a corporation.
5. When a bid is made by a firm or partnership, it must be signed by one of the partners or by an authorized signator. A resolution evidencing the authority to sign a bid should be attached.
6. Each bid must be accompanied by a Cashier's Check or Treasurer's Check of a Bank or Trust Company in the City of St. Louis, made payable to the City of St. Louis Streets Department, for the amount of \$100.00 which sum is to be forfeited to the City of St. Louis if the party or parties making the proposal fail to enter into contract, with approved securities, within ten days after the contract is awarded to said party, or parties, unless an extension of time is granted by the City of St. Louis Streets Department.
7. If bids are made on more than one location, bidder must prioritize their bids in order of preference.
8. Ten locations are available. (see EXHIBIT A)
9. Bid Documents including the Bid, the \$100.00 Check and Bidder's Experience, shall be enclosed in sealed envelope and clearly labeled with the words "PUBLIC WHARF CONCESSION--BID DOCUMENTS", NAME OF BIDDER, and Date and Time of Bid Opening. Bid opening will take place on **FRIDAY, MARCH 10, 2017**, at **4:00PM** at St. Louis Streets Department.

VI. EXPERIENCE:

Each bid must be accompanied by a statement, on the form furnished for that purpose, of the bidder's ability to properly finance and execute the project.

The bidder is further required to submit a complete list of the various types of equipment and mobile units which he/she proposes to use, as well as a list of the various types of food and beverages and related items or merchandise he/she proposes selling together with any other descriptive data that may be required.

Bidder must have proof of experience in the food and beverage business, if applicable.

Bidder must show proof of having obtained the necessary business license and health inspection certificate as required prior to Contract award.

VII. REJECTION:

The right of the Riverfront Vending Committee to reject any or all bids is expressly reserved.

VIII. CONTRACT:

The successful bidder for each location will be required to sign a contract upon approval by the City's Board of Estimate and Apportionment. He/She shall also file certificates with the City of St. Louis Street Department showing that he/she has obtained, and will continue to carry, Workmen's Compensation Insurance (if Contractor is required to do so by State law) for the life of the contract within ten calendar days after notification of award of contract. Similar certificates shall be filed showing coverage for Public Liability and Property Damage Insurance in the amount of \$100,000.00 for injury to one person, \$300,000.00 for injury to two or more persons, and property damage in the amount of \$50,000.00 with the City of St. Louis, City of St. Louis Port Authority, St. Louis Development Corporation and Great Rivers Greenway as named insured.

The minimum amounts of coverage required for Public Liability Insurance as set out herein shall not be construed to limit the liability of the contractor. It will be necessary for the bidder to furnish as a part of their insurance coverage, PRODUCTS LIABILITY.

IX. LOCATION OF CONCESSION AREAS:

The ten designated Concession locations are on the riverfront promenade, the east sidewalk of Leonor K. Sullivan Blvd at the Arch, as indicated on the map included as Exhibit A.

Minimum bid amounts are as follows:

- Locations 1,2,7,8 (208V/30A and 120V/20A electric) \$1500
- Locations 3,4,5,6 (120V/20A electric) \$1200
- Locations A,B (no electric) \$1000

X. RIGHTS:

The concessionaire's vending rights to service various organized events may be waived when deemed necessary by the Riverfront Vending Committee. See additional information under XV. Limitations.

XI. VENDOR STANDARDS AND EQUIPMENT:

Concessionaire shall furnish equipment which, in the judgement of the Riverfront Vending Committee, complies with the following standards:

Merchandise

Merchandise categories are food (including beverages), souvenirs and miscellaneous products. No merchandise shall be displayed outside the equipment/mobile unit. All merchandise shall be approved in detail by the Riverfront Vending Committee for its compatibility with the family entertainment nature of the Riverfront and the general theme of the area.

Number and Location of Vendors

The number of locations allowed on the Riverfront shall be limited to a maximum of two per vendor.

Self Containment

Concession units are to be self-contained, i.e., no plumbing or waste connections. Limited electrical service is provided at some vendor locations (See Exhibit A). No portable, engine-operated electrical generators are allowed. A trash container (five cubic feet) must be available on or behind the concession unit. Lighting may be used to illuminate the concession unit canopy and provide task lighting for night use of the unit. A container for merchandise storage will require approval of location and size by the Riverfront Vending Committee. The use of propane requires a permit from the St. Louis Fire Department, and all propane tanks must be secured away from public access during closed hours.

Security

The vendor is solely responsible for the security of all items related to the concession activity.

Sales Tax

The vendor is solely responsible for the collection and reporting of all appropriate sales tax in accordance with City of St. Louis and Missouri state law.

Vendor Attendance/Business Hours

Vendors are required to be in operation for at least seven (7) hours per day Tuesday through Sunday during the months of May through September, weather permitting. From October through December, the vendor must operate for at least six (6) hours per day on weekends and legal holidays if the atmospheric temperature is 50 degrees fahrenheit or higher as of 9:00am. Exception: Those dates/events excluded by special events.

XII. PROPOSED MENU, PRICE LIST AND LIST OF POINTS OF OPERATION:

Bidders shall submit with their bids a list of food, beverages and related items to be served, and prices to be charged.

The proposed menu and price list will be binding upon the successful bidder until written authorization is given by the Riverfront Vending Committee to change said items and rates.

XIII. TERMINATION AND FORFEITURE:

The vendor contract may be terminated and forfeited if an excessive number of documented contract violations occur.

When a contract violation is observed, the concessionaire will be notified in writing for immediate corrective action and reply. Any documented contract violation without immediate corrective action and reply from the vendor will result in termination of the vendor contract. Five documented contract violations with corrective actions will warrant a contract termination warning by the Riverfront Vending Committee. If a license is revoked, the concessionaire will not be allowed to bid for one year. If the license is revoked, that year's annual rental fee payment is forfeited.

The Riverfront Vending Committee has the right to modify, amend, or cancel this license upon ten (10) days written notice to Contractor in the event that any portion of the location be needed for any municipal purpose, sewer, right-of-way or riverfront reconstruction.

XIV. AWARD:

Contracts shall be awarded to the most suitable bidders offering the highest annual rental to the City, whose bids are in conformity with the requirements stipulated in the Form of Contract.

Minimum bid amounts are as follows (see Exhibit A):

- Locations 1,2,7,8 (208V/30A and 12V/20A electric) \$1500
- Locations 3,4,5,6 (120V/20A electric) \$1200
- Locations A,B (no electric) \$1000

In determining "most suitable bidders", the following will be taken into consideration:

- Ability, capacity or skill of the bidder to perform the contract or provide the service required in a prompt manner
- the character, integrity, reputation, judgement, experience and efficiency of the bidder
- the quality of performance of previous contracts or service
- the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services

- the quality, availability and adaptability of the supplies and equipment necessary to perform the contract.
- the appropriateness and quality of merchandise and its contribution to a variety and diversity of offerings relative to other vendors
- the quality of appearance of the proposed concession unit and its ability to add rather than detract from the visual experience of the promenade area

XV. LIMITATIONS:

All vending activities provided for under the contract may be suspended during periods of permitted special events, and at those other times and locations determined by the Riverfront Vending Committee to be in the interest of public welfare.

Special Events

During the time of pre-established special riverfront events, the event sponsor or affiliates of the event have a right to sell their products in the Wharf Vending District. Concessionaire vendors will be notified no later than 14 days prior to such an event, and will be required to remove vending unit and all equipment during the event period. Concessionaire vendors may be invited to remain in operation during special events, but this is solely at the discretion of the event permit holder, and an additional vending fee may be required.

Flooding

The Wharf Vending District occasionally floods due to its location along the Mississippi River. The City of St. Louis Street Department closes floodgates and prohibits access to the area if flooding is predicted. In the event of a flood-related emergency street closure, vendors must remove concession unit and all equipment from the area immediately. Vendors are prohibited from returning to the area until flooding has ceased and the area has been cleaned and reopened to the public.

XVI. EQUAL EMPLOYMENT:

The successful bidder must comply with Fair Employment Practices to insure non-discrimination.

The Concessionaire agrees that in performing under this contract neither he nor anyone under his control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, national origin, age, or sex, nor give the appearance that such has recently occurred or is now occurring, and shall take affirmative action in the employment of lower income residents of the City. The Concessionaire agrees that maximum utilization of minority and women-owned business enterprises (M/WBE) will be sought consistent with the City's goals of 25% minority business participation and 5% women business participation in contracting for goods and services and the Concessionaire shall maintain records to demonstrate maximum utilization of bonafide minority and women-owned business enterprises.

XVII. TERM OF CONTRACT:

Contract to terminate December 31, 2017, unless the concessionaire shall be required to forfeit his privileges and the termination of this contract be brought about under Termination and Forfeiture of the contract or Limitations due to riverfront construction or any other unforeseen circumstances.

BID PROPOSAL FORM

FOR OPERATION OF CONCESSION ON PUBLIC WHARF

Bids will be received until **4:00PM** St. Louis time **FRIDAY, MARCH 10, 2017**. The undersigned herewith proposes to:

FOR THE PRIVILEGE OF SELLING MERCHANDISE, PREPARED FOODS, BEVERAGES, AND OTHER LIKE REFRESHMENTS AND SOUVENIRS AND MISCELLANEOUS PRODUCTS AT VARIOUS PUBLIC WHARF LOCATIONS AS HEREIN DESIGNATED, CONTRACT TO TERMINATE December 31, 2017.

IN CONSIDERATION FOR THE RIGHTS AND PRIVILEGES HEREIN GRANTED, THE CONCESSIONAIRE AGREES TO PAY THE CITY OF ST. LOUIS STREET DEPARTMENT A TOTAL CONTRACT PRICE OF \$_____ (amount in figures)
_____ (amount written out)

FOR WHARF LOCATION(S) (See Exhibit A) _____.

Typed *Name*, *Address* and *Phone Number* of the Applicant:

Phone Number ()

SIGNATURE(S)

**CITY OF ST. LOUIS
STREET DEPARTMENT**

BIDDER'S EXPERIENCE FORM

Date of Application: _____

(Include attachments as required)

1. Name, Address and Phone Number of the Applicant:

Name, Address and Phone Number of the Authorized Representative (if applicant is a firm or partnership:

2. Statement of Bidder's ability to properly finance and execute the project:

3. Bidder's ability, capacity or skill to perform the contract or provide the services required:

4. Can you provide the service promptly?:

5. List of the various types of equipment and/or mobile units which the bidder proposes to use at the concession location (attach pictures/drawings/dimensions, if available):

6. List of all food, beverage or other merchandise items the bidder proposes selling, as well as any other necessary descriptions, and prices to be charged:

7. Bidder's proof of experience in the food and beverage business, if applicable:

Bidder must show proof of having obtained the necessary business license and health inspection certificate as required prior to Contract award.

Enclosed with bid is a Cashier's check payable to the City of St. Louis Street Department, in the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) which sum is to be forfeited to the City of St. Louis Port Authority if the party, or parties, making this proposal fail to enter into contract, with approved securities, within ten days after the contract is awarded to said party, or parties, unless an extension of time is granted by the City of St. Louis Street Department. The submission of this bid will be construed by the City of St. Louis Street Department to mean that the bidder has made such examinations and investigations as may be necessary, and agrees to fulfill all the requirements of the contract in full accordance with the Information for Bidders, Contract and Rules and Regulations Governing the Operation of Concessions at the Public Wharf of the City of St. Louis and the accompanying Drawings, and that he/she is entirely familiar with and thoroughly understands all such requirements.

FEDERAL I.D.
NUMBER:

SIGNATURE: _____

NAME: _____
(print)

TITLE: _____
(print)

NAME OF FIRM: _____
(print)

OFFICIAL BUSINESS ADDRESS: _____

CITY OF ST. LOUIS
BUSINESS LICENSE
NUMBER:

(print)

EXHIBIT A – VENDOR LOCATIONS

